

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into between Sinai Health System ("Respondent") and the United States Department of Justice, Civil Rights Division, Immigrant and Employee Rights Section ("IER") (together, the "Parties").

I. BACKGROUND

WHEREAS, on March 20, 2017, IER initiated an independent investigation of Respondent, identified as DJ#197-23-838 ("Investigation"), to determine whether Respondent's employment eligibility verification ("EEV") practices violate the anti-discrimination provision of the Immigration and Nationality Act, 8 U.S.C. § 1324b ("Act");

WHEREAS, based upon its investigation, IER concluded that there is reasonable cause to believe that Respondent committed multiple unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6) from at least January 1, 2015 through September 30, 2017. Specifically, during at least that time period, a human resources staff member responsible for completing Section 2 of Forms I-9 on Respondent's behalf requested lawful permanent residents and refugees, but not similarly situated U.S. citizen employees, produce a List A document to prove their employment eligibility under 8 U.S.C. § 1324a(b), because she mistakenly believed that a permanent resident card was required when an applicant for employment checked that he or she was a lawful permanent resident in Section 1 of the Form I-9.

WHEREAS, the Parties wish to resolve this Investigation without further delay or expense, and hereby acknowledge that each party is voluntarily and freely entering into this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises contained below, and to fully and finally resolve IER's reasonable cause finding, the Parties agree as follows:

II. TERMS OF SETTLEMENT

1. This Agreement becomes effective as of the date of the latest signature below, which date is referenced hereafter as the "Effective Date." The "Term of this Agreement" shall be two (2) years following the Effective Date.
2. Respondent shall pay a civil penalty to the United States Treasury in the amount of seven thousand dollars (\$7,000).
3. Respondent shall provide IER with the name, title, email address, and telephone number of the individual responsible for effectuating payment of the civil penalties described in paragraph 2 above no later than five (5) business days from the Effective Date. Respondent shall pay the monies discussed in paragraph 2 above via the FedWire electronic fund transfer system within ten (10) business days of the Effective Date of this Agreement or receipt of fund transfer instructions from IER, whichever is later. On the day of payment, Respondent shall confirm via email to Pablo A. Godoy at Pablo.Godoy@usdoj.gov that payment was made.

4. The provisions of paragraph 2 notwithstanding, IER shall not seek from Respondent any additional civil penalty for the pattern or practice of unfair documentary practices in violation of 8 U.S.C. § 1324b(a)(6) that is the subject of the IER Investigation through the Effective Date.
5. Pursuant to 8 U.S.C. § 1324b, Respondent shall not discriminate against applicants or employees based on citizenship status or national origin, during the recruitment, hiring, firing, and EEV and re-verification processes.
6. Respondent shall avoid discrimination in the EEV and reverification processes by: (a) honoring documentation that on its face reasonably appears to be genuine, relates to the person, and satisfies the requirements of 8 U.S.C. § 1324a(b); (b) not requesting more or different documents than are required by law; and (c) permitting all employees to select and present whichever document or combination of documents are acceptable by law.
7. Respondent shall not intimidate, threaten, coerce, or retaliate against any person for his or her participation in IER's investigation or exercise of any right or privilege secured by 8 U.S.C. § 1324b.
8. Respondent shall post IER's "If You Have The Right to Work" poster ("IER Poster"), in color and measuring no smaller than 18" x 24," an image of which is available at <https://www.justice.gov/crt/worker-information#poster>, in all places where notices to employees and job applicants are normally posted. The IER Poster will be posted within fourteen (14) days of the Effective Date and will remain posted for at least three (3) years thereafter. Respondent shall post the IER Poster in English, Spanish, and any other available language that is the preferred language of Respondent's employees, if that language is known.
9. Within sixty (60) days of the Effective Date, Respondent will review any existing employment policies that relate to nondiscrimination based on protected traits or characteristics. To the extent that Respondent has, develops or adopts such policies during the Term of this Agreement that do not already include such provisions, Respondent will ensure such policies:
 - (a) Prohibit discrimination on the basis of citizenship status or national origin: (1) in the hiring and firing processes; and (2) during the Form I-9/E-Verify EEV processes;
 - (b) Include citizenship status and national origin as prohibited bases of discrimination, and ensure inclusion of these bases in any similar Equal Employment Opportunity (EEO) statements Respondent includes in printed or electronic materials available to the public or employees;
 - (c) Provide that Respondent shall not take any reprisal action against an employee for having opposed any employment practice made unlawful by 8 U.S.C. § 1324b, or for filing any charge, or participating in any lawful manner in any investigation or action under 8 U.S.C. § 1324b.
10. During the Term of this Agreement, Respondent shall ensure that all individuals who are responsible for formulating, carrying out, and/or conducting training on Respondent's hiring,

firing, and EEV and re-verification policies, as well as all managers and employees who have any role in the EEV process, such as completing the Form I-9 and/or using the E-Verify system (collectively, "Human Resources Personnel"), can readily access the most current version of the Form I-9, USCIS Employment Eligibility Verification Handbook for Employers (M-274) ("Handbook"), available at www.uscis.gov/I-9Central, and the most current USCIS E-Verify Manual (M-775) ("Manual"), available at www.uscis.gov/e-verify/publications/manuals-and-guides/e-verify-user-manual. Copies of these documents and future revisions of the Form I-9, Handbook, Manual and guidance can be obtained from the United States Citizenship and Immigration Services at www.uscis.gov.

11. Within fourteen (14) days from the date IER provides Respondent with outreach materials describing IER and its enforcement of 8 U.S.C. § 1324b, Respondent will place and periodically replenish these materials in a patient waiting area at Mount Sinai Hospital Medical Center of Chicago, Schwab Rehabilitation Hospital and Care Network, and Holy Cross Hospital, for patients and visitors to take. IER will have sole discretion to determine which materials are to be distributed as described in this paragraph but will not require the distribution of more than one pamphlet at a time. During the Term of this Agreement, Respondent will replenish IER's materials to ensure that materials are available to patients and visitors. Respondent will notify Pablo A. Godoy at Pablo.Godoy@usdoj.gov and Sara-Daisy Dygert at Sara-Daisy.Dygert@usdoj.gov, if and when additional materials are needed to ensure compliance with this paragraph.
12. To the extent it has not already done so, within sixty (60) days of the Effective Date, Respondent shall train all Human Resources Personnel on their obligations to comply with 8 U.S.C. § 1324b and the EEV processes as it relates to discrimination on the basis of citizenship, immigration status, and national origin.
 - (a) The trainings shall consist of viewing a free IER Employer/HR Representative webinar presentation;
 - (b) All employees will be paid their normal rate of pay during the training, and the training will occur during their normally scheduled workdays and work hours. Respondent shall bear all employee costs associated with these training sessions;
 - (c) Respondent shall compile attendance records listing the individuals who have attended and will attend the training described in this paragraph, including their full name, title, signature, and the date of the training, and send them via email to Pablo.Godoy@usdoj.gov within ten (10) days of each training session; and
 - (d) For a period of two (2) years from the Effective Date, all new Human Resources Personnel who assumed their duties after the training described in this paragraph has been conducted shall complete a free IER Employer/HR Representative webinar within sixty (60) days of hire. Respondent shall compile and send attendance records for these individuals pursuant to paragraph 10(c), and shall also include the individuals' date of hire.


13. During the Term of this Agreement, IER reserves the right to make reasonable inquiries to Respondent to determine Respondent's compliance with this Agreement. As a part of such review, IER may require written reports concerning compliance, inspect Respondent's premises, examine witnesses, and examine and copy Respondent's documents.
14. If IER has reason to believe that Respondent is in violation of any provision of this Agreement, IER may, in its sole discretion, notify Respondent of the purported violation without opening an investigation. IER will then give Respondent thirty (30) days from the date IER notifies it to cure the violation to IER's satisfaction before IER deems Respondent to be in violation of this Agreement.
15. This Agreement does not affect the right of any individual to file an IER charge alleging an unfair immigration-related employment practice, IER's authority to investigate or file a complaint on behalf of any such individual, or IER's authority to conduct an independent investigation of Respondent's employment practices apart from those encompassed within the Investigation as of the Effective Date.

III. ADDITIONAL TERMS OF SETTLEMENT

16. This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the IER Investigation. This Agreement is governed by the laws of the United States. This Agreement shall be deemed to have been drafted by both Parties and shall not be construed against any one party in the event of a subsequent dispute concerning the terms of the Agreement. The Parties agree that the paragraphs set forth in Part II of this Agreement (entitled "Terms of Settlement") are material terms, without waiver of either Parties' right to argue that other terms in the Agreement are material.
17. This Agreement may be enforced in the United States District Court for the Northern District of Illinois or any other court of competent jurisdiction to seek any remedy authorized at law or in equity. This provision does not constitute a waiver of sovereign immunity or any other defense the United States might have against a claim for enforcement or counterclaims asserted against it.
18. Should any court declare or determine that any provision(s) of this Agreement is/are illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected and said illegal or invalid part(s), term(s) or provision(s) shall be deemed not to be part of this Agreement. The Parties shall not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is invalid.
19. The Parties agree that, as of the Effective Date, litigation concerning the violations of 8 U.S.C. § 1324b that IER has reasonable cause to believe that Respondent committed is not reasonably foreseeable. To the extent that any party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to this matter, the party is no longer required to maintain such a litigation hold. Nothing in this paragraph relieves either party of any other obligations imposed by this Agreement.


- 20. The Parties shall each bear their own costs, attorneys' fees and other expenses incurred in this action.
- 21. This Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement. The Parties agree to be bound by facsimile signatures.

Sinai Health System

By: 
Karen C. Teitelbaum
President and Chief Executive Officer

Dated: 12/18/18

Immigrant and Employee Rights Section

By: 
Jodi Danis
Special Litigation Counsel

Dated: 12/19/18

Sebastian Aloat
Special Litigation Counsel

Pablo A. Godoy
Trial Attorney